

March 10, 1993

~~DRAFT OUTLINE FOR MAX COOPER~~
ROSE BUD GREEN QUARTZITE QUARRY LEASE.

5/003/012

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Sub lease agreement between Max Cooper - Cooper Stone Co. as lessor and Northern Stone Supply, Inc. as lessee

The property covers 40 acres in section 2, TWP 10N R16W Box Elder County, Utah under a lease agreement between Max Cooper - Cooper Stone Co. and the State of Utah, Department of Natural Resources 3 Triad Center, Suite 400, Salt Lake City, Utah 84180-1204, Utah Mineral lease #43106.

Cooper agrees to the following;

A. N.S.S. has an exclusive right to quarry stone during 1993/94 except that Cooper shall also have the right to quarry on the property providing he does not sell at prices lower than N.S.S. has established in exhibit A.

B. The term of this agreement shall be from March 15, 1993 through March 15, 1994.

C. N.S.S. has first right of refusal for any offer to Cooper from another party to quarry after March 15, 1994. N.S.S. would have the option to meet the terms of any offer prior to expiration of this agreement on March 15, 1994.

N.S.S. agrees to the following;

A. Pay Cooper a advance royalty payment of \$5,000.00 upon completion of this agreement by or before March 15, 1993.

B. Beginning July 1, 1993 pay a minimum royalty of \$1000.00 per month against a minimum royalty of \$10,000.00 for the 1993-94 term of this lease, plus any additional royalty due for monthly shipments based upon exhibit A listing dealer prices and royalty amounts.

C. All royalties will be paid by the 10th of the month following the month of shipment and will be accompanied by a recap of shipments, date and copies of certified weigh tickets for each shipment leaving the quarry.

D. Provide the State of Utah with an identical accounting outlined in item C and make the 5% royalty payments on the 10th of each month.

E. Furnish the State of Utah with required mining and restoration plan, post necessary bonds and meet B.L.M. requirements for quarry operations.

F. Meet all safety and regulatory standards set by the Federal Mine Health and Safety Administration.

G. Obtain and maintain all licenses and permits required by State and Federal agencies, including, but not limited to Workman's Compensation insurance coverage for employees and public liability insurance.

H. Maintain the quarry property in a clean and workman like manner and develop the quarry for the best long term return. All development programs will be reviewed with Cooper prior to starting and will be with the understanding that Cooper must fully agree.

I. Any breach in the terms of this agreement by either party will be cause for termination within 30 days providing notice is served in writing to the appropriate party.

Agreed this 10th day of March, 1993
Northern Stone Supply, Inc.
PO Box 249
Oakley, Idaho 83346

RECEIVED

MAR 11 1993

DIVISION OF
OIL GAS & MINING

By Gary Mullard
Gary Mullard, President

Max Cooper - Cooper Stone Co.
PO Box 47
Oakley, Idaho 83346

By Max Cooper
Max Cooper - Owner



NORTHERN STONE SUPPLY, INC.

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